

GENESEE AND WYOMING RAILROAD COMPANY

MASTER CAR SERVICE CONTRACT

NO. 3

This Agreement, made this 22 day of December,  
1972 by and between Genesee and Wyoming Railroad Company, a New  
York Corporation (hereinafter called "Lessor"), having a principal  
office at Retsof Road, Retsof, New York, and International Salt  
Company having a principal  
office at Clarks Summit, Pennsylvania 18411  
(hereinafter called the "Customer" or "Lessee").

WITNESSETH:

(1) Lessor agrees to rent to Customer, and Customer  
Description of Rider agrees to hire from Lessor, the cars shown on each  
(Type of rider attached hereto and such additional riders as  
cars, lading, may be added hereto from time to time by agreement  
rental charges, etc.) of the parties and signed by their duly authorized  
representatives (all such cars being hereinafter  
collectively referred to as the "cars"). Each rider  
shall set forth a brief description of the car or  
cars covered thereby including such facts as the  
number of cars, car initials and numbers, the A.A.R.  
or I.C.C. specifications, rental charges, commodity  
service, term throughout which the car or cars shall  
remain in Customer's service, and such other informa-  
tion as may be desired by both parties.

(2) Lessor agrees to deliver each car to Customer in the  
yard of the Lessor at the point specified by the  
Customer, and Customer agrees to accept such delivery.  
Lessee agrees that if any of the cars are used in  
Canada, Lessee shall reimburse Genesee and Wyoming  
Railroad Company for any customs duties, taxes,  
investment tax credit reductions or other expenses  
resulting from such use.

Delivery  
of cars

6891  
RECORDATION NO. Filed & Recorded  
FEB 6 1973-2 45 PM  
INTERSTATE COMMERCE COMMISSION

Customer's  
Inspection

- (3) Each of the cars shall be subject to Customer's inspection before initial loading and such loading shall be conclusive evidence of the condition and suitability of each such car for the purpose of transporting the commodities then or thereafter loaded therein. Each car shall be conclusively presumed to be suitable for such purpose unless Customer shall advise Lessor to the contrary within fifteen (15) days after the arrival date of such car.

Rental  
Charges

- (4) Customer agrees to pay to Lessor for the use of each car the monthly rental set forth in the rider applicable to such car from the date such car is delivered to Customer as hereinbefore specified in Paragraph (2), until such car is returned to Lessor as hereinafter provided in Paragraph (6). Such monthly rentals shall be paid to Genesee and Wyoming Railroad Company, Retsof, New York 14539 in advance on the first day of each month, pro rating, however, any period which is less than a full month. Prior to delivery of any car, there shall be permanently and conspicuously stenciled on each side of such car the following words (with proper changes as from time to time may be required to protect the interests of the Lessor or any assignee of the Lessor), in letters at least on inch high: "Leased to International Salt Company, Retsof, New York 14539". Genesee and Wyoming Railroad Company agrees to credit to Lessee's rental account the per diem and mileage earned by the cars when received from the railroads, such per diem and mileage earnings to be reported monthly for the month in which earned, but in no event shall the aggregate amount of per diem and mileage credited exceed the aggregate monthly rentals for the term of this agreement.

Term of  
Agreement

(5) This agreement shall be effective as of the date first set forth above and as to each car shall expire upon the expiration of the rental term set forth in the rider applicable to such car except as provided in Paragraph (12).

Return  
of Cars

(6) Customer agrees, immediately upon the expiration or termination of this agreement or any rider attached hereto, to return each of the cars covered by said agreement or such rider to Lessor at Retsof, New York unless otherwise agreed, empty and free from residue and in the same good order and condition as the cars were in when they were delivered to Customer by Lessor, ordinary wear and tear excepted, and to give Lessor sixty (60) days advance written notice of such return, as hereinafter provided in Paragraph (12).

Maintenance  
and Bad  
Order

(7) At all times during the term of the lease, Lessee shall see that the cars are maintained and kept in good and proper repair and running condition, in accordance with the Code of Rules governing the condition of freight cars for the interchange of traffic between railroads adopted by the Association of American Railroads, Operations and Maintenance Department, Mechanical Division, effective January 1, 1972 (said Code of Rules, as it may hereafter from time to time be amended, being hereinafter referred to as the "AAR Code of Rules"). The cost of all maintenance, compliance and repairs shall be paid for by Lessee.

Substitution  
of cars

(8) If any car shall be completely destroyed, or if the physical condition of any car shall, in Lessor's opinion, become such that it cannot be operated in railroad service, Lessor may at its option cancel this agreement as to such car as of the date on which such event occurred or substitute therefore, within a reasonable period of time, another car.

Assignment

(9) Customer will not transfer, assign, encumber or dispose of this lease, the car or any part thereof, without Lessor's prior written consent, nor will Customer permit or suffer any encumbrances of liens to be entered or levied upon the cars. Customer will not sublet or underlet the cars or change or permit to be changed or altered the present lettering and/or numbering on the cars without Lessor's prior written consent.

Damage  
to Car

(10) Customer will indemnify Lessor against (1) any loss, damage, or injury caused during the term of this lease by any of the cars hereby leased, or to or by the contents thereof, howsoever occurring, except for such loss, damage or injury arising out of or by reason of Lessor's negligence or by the failure of Lessor to maintain the cars as provided in Paragraph (7) hereof, and except loss, damage or injury for which a common carrier is liable under the Code of Rules of the Association of American Railroads for the interchange of Traffic, and (2) any loss, damage or injury suffered by Lessor by reason of, or arising out of, negligence or misuse of the cars by Customer, consignee or consignor, or any other default by Customer hereunder. Customer shall at its expense replace any removable parts (dome covers, outlet caps, etc.) if lost or broken. Customer shall on demand reimburse Lessor for the cost of cleaning any cars containing residue or for damage to any lining and/or fittings which have been affected by the commodity loaded therein.

Taxes

(11) Lessor agrees to assume responsibility for, and to pay, all property taxes levied upon the cars and to file all property tax reports relating thereto.

## Remedies

(12) If Customer shall default in the performance of any of its obligations under this agreement and such default shall continue for 10 days after written notice thereof, or if a petition in bankruptcy or for reorganization or for the appointment of a trustee or receiver of Customer or its property shall be filed by or against Customer, or if Customer shall make a general assignment for the benefit of creditors, Lessor may at its option without further notice either (a) terminate this agreement or (b) retake the cars and relet them, for the various unexpired rental periods provided for in the riders attached and to be attached hereto, to others on such terms as Lessor may see fit. If Lessor shall elect to proceed under clause (b) of this paragraph and shall not collect for the use of the cars an amount sufficient to satisfy the rentals herein reserved plus the expenses of retaking and reletting, Customer agrees to pay the deficiency from time to time on demand. This agreement is subject and subordinate to any chattel mortgage or conditional sale agreement on the cars or any of them heretofore or hereafter created and to the rights of any trustee under any equipment trust heretofore or hereafter established in respect of the cars or any of them.

## Continuance

(13) It is mutually agreed that after the expiration of the rental term set forth in any rider hereto attached or to be attached, this lease shall continue in force as to the car or cars to which such rider applies for an equal term, and successive like terms, until canceled by written notice given by either party to the other at least sixty (60) days prior to the expiration of the term in effect.

## Lining

(14) The application, maintenance and removal of interior protective coating of the cars is to be performed by and at the expense of Customer.

Delays (15) Lessors' obligations under the contract are subject to delays due to acts of God, governmental action, wars, labor troubles, fires, floods, explosions or other accidents, delays of carriers or subcontractors, receipt of material, or to any other cause or causes (whether or not of the same general character as those herein specifically enumerated) beyond Lessor's reasonable control.

Notices (16) All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed first class postage prepaid to the parties at their addresses above specified.

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement in duplicate the day and year first written above.

GENESEE AND WYOMING RAILROAD COMPANY

Attest:

C. E. Duller

BY

John W. Kiefer  
Vice President, General Manager and  
Assistant Secretary

Attest:

John A. C. Alkum

INTERNATIONAL SALT COMPANY

BY

G. Keith Ramsden  
Traffic Manager

RIDER NO. One

DATED December 28 1972

This Rider No. 1 to Contract No. 3  
between Genesee and Wyoming Railroad Company and

**International Salt Co.**

shall become part of said contract and the cars described herein shall be subject to the terms and conditions in said contract and any special conditions set forth in this Rider. Mileage and rental shall be combined under the accounting period established for this type of equipment.

NO. OF CARS	CAPACITY AND DESCRIPTION OF CARS	MONTHLY RENTAL RATE
6	100 ton 3200 cu. ft. LO covered Hopper cars	\$ 8.04 per car per day

Commodity Service: **Bulk Rock Salt**

Rental Term: **As per paragraph 4 of Master Car Service Contract No. 3**

Car Nos: **711011, 711015, 711021, 711031, 711044, 711045**

Accounting Period: **Monthly in advance**

Special Conditions:

Attest:

GENESEE AND WYOMING RAILROAD COMPANY

C. E. Diller

By John W. Kiefer, Jr.  
Vice President and General Manager  
Genesee and Wyoming Railroad Company

Attest:

Richard P. [Signature]

By G. Keith Ramsden

RIDER NO. TWO

DATED January 4, 1973

This Rider No. 2 to Contract No. 3  
between Genesee and Wyoming Railroad Company and

International Salt Company shall  
become part of said contract and the cars described herein shall be  
subject to the terms and conditions in said contract and any special  
conditions set forth in this Rider. Mileage and rental shall be com-  
bined under the accounting period established for this type of equipment.

NO. OF CARS	CAPACITY AND DESCRIPTION OF CARS	MONTHLY RENTAL RATE
6	100 ton 3200 cu. ft. LO covered hopper cars	\$ 8.04 per car per day

Commodity Service: Bulk Rock Salt

Rental Term: As per paragraph 4 of Master Car Service Contract No. 3

Car Nos: GNWR 711006, 711034, 711036, 711041, 711043, 711047

Accounting Period: Monthly in advance

Special Conditions:

Attest:

H. E. Johnson

GENESEE AND WYOMING RAILROAD COMPANY

By John W. Kiefer Jr.  
Vice President and General Manager  
Genesee and Wyoming Railroad Company

Attest:

Richard W. Johnson

By G. Keith Ramsden



RIDER NO. THREE

DATED January 10, 1973

This Rider No. 3 to Contract No. 3  
between Genesee and Wyoming Railroad Company and

International Salt Company shall  
become part of said contract and the cars described herein shall be  
subject to the terms and conditions in said contract and any special  
conditions set forth in this Rider. Mileage and rental shall be com-  
bined under the accounting period established for this type of equipment.

NO. OF CARS	CAPACITY AND DESCRIPTION OF CARS	MONTHLY RENTAL RATE
2	100 ton 3200 cu. ft. LO Covered Hopper Cars	\$ 8.04 per car per day

Commodity Service: Bulk Rock Salt

Rental Term: As per paragraph 4 of Master Car Service Contract No. 3

Car Nos: ONWR 711001, 711046

Accounting Period: Monthly in advance

Special Conditions:

GENESEE AND WYOMING RAILROAD COMPANY

Attest:

Louise Carlson

By John W. Kiefer Jr.  
Vice President and General Manager  
Genesee and Wyoming Railroad Company

Attest:

RS Parns

By G. Keith Parns

RIDER NO. FOUR

DATED January 16, 1973

This Rider No. 4 to Contract No. 3  
between Genesee and Wyoming Railroad Company and

International Salt Company shall  
become part of said contract and the cars described herein shall be  
subject to the terms and conditions in said contract and any special  
conditions set forth in this Rider. Mileage and rental shall be com-  
bined under the accounting period established for this type of equipment.

NO. OF CARS	CAPACITY AND DESCRIPTION OF CARS	MONTHLY RENTAL RATE
2	100 ton 3200 cu. ft. LO Covered Hopper Cars	\$ 8.04 per car per day

Commodity Service: Bulk Rock Salt

Rental Term: As per paragraph 4 of Master Car Service Contract No. 3

Car Nos: GNWR 711013, 711030

Accounting Period: Monthly in advance

Special Conditions:

Attest:

Louis Carlucci

GENESEE AND WYOMING RAILROAD COMPANY

By

John W. Kiefer  
Vice President and General Manager  
Genesee and Wyoming Railroad Company

Attest:

Robert G. James

By

Keith Ramsden

RIDER NO. FIVE

DATED January 25, 1973

This Rider No. 5 to Contract No. 3  
between Genesee and Wyoming Railroad Company and

International Salt Company shall  
become part of said contract and the cars described herein shall be  
subject to the terms and conditions in said contract and any special  
conditions set forth in this Rider. Mileage and rental shall be com-  
bined under the accounting period established for this type of equipment.

NO. OF CARS	CAPACITY AND DESCRIPTION OF CARS	MONTHLY RENTAL RATE
ONE (1)	100 ton 3200 cu. ft. 10 Covered Hopper Cars	\$ 8.04 per car per day

Commodity Service: Bulk Rock Salt  
Rental Term: As per paragraph 4 of Master Car Service Contract No. 3  
Car Nos: GNWR 711033  
Accounting Period: Monthly in advance  
Special Conditions:

Attest:

H. E. Johnson

GENESEE AND WYOMING RAILROAD COMPANY

By John Kiefer Jr.  
Vice President and General Manager  
Genesee and Wyoming Railroad Company

Attest:

Richard J. Jones

By G. Keith Ramoder